

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------------|
| Dynix Corporation | | 07/27/2005 | CORPORATION: UTAH |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------------|
| Name: | Regions Bank |
| Street Address: | One Glenlake Parkway, Suite 400 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30328 |
| Entity Type: | Administrative Agent: |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|----------------|
| Serial Number: | 78626126 | |
| Serial Number: | 78587004 | CORINTHIAN |
| Serial Number: | 78626114 | DYNIX |
| Serial Number: | 78626120 | DYNIX |
| Registration Number: | 1431625 | EASY ACCESS |
| Registration Number: | 1534251 | NOTIS |
| Registration Number: | 1539760 | NOTIS |
| Registration Number: | 1540792 | NOTIS |
| Registration Number: | 1534266 | NOTIS |
| Serial Number: | 78554611 | OPEN MORE EYES |
| Serial Number: | 78492698 | URSA |

CORRESPONDENCE DATA

Fax Number: (919)484-2089

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**TRADEMARK
 REEL: 003131 FRAME: 0931**

CH \$290.00 78626126

Phone: 919-484-2391
Email: cbolen@wcsr.com
Correspondent Name: M. Christopher Bolen
Address Line 1: PO Box 13069
Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709

| | |
|--------------------|----------------------------|
| NAME OF SUBMITTER: | M. Christopher Bolen, Esq. |
| Signature: | /M. Christopher Bolen/ |
| Date: | 08/01/2005 |

Total Attachments: 5
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**COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS, executed as of the date set forth below but effective as of August 1, 2005;

WHEREAS, DYNIX CORPORATION, a Utah corporation ("Grantor"), several financial institutions from time to time parties thereto (collectively, the "Lenders"), and Regions Bank, as agent for the Lenders (in such capacity, "Grantee"), executed and entered into that certain First Lien Financing Agreement, dated as of August 1, 2005 (the "Financing Agreement");

WHEREAS, the Financing Agreement requires Grantor to grant to Grantee a security interest in any registered or unregistered trademark claimed or acquired by Grantor or any of its subsidiaries or any application to register such a trademark filed by Grantor or any of its subsidiaries listed on Schedule A hereof (collectively, the "Trademarks");

WHEREAS, the security interest was granted pursuant to that certain First Lien Security Agreement, dated as of August 1, 2005 (the "Security Agreement");

WHEREAS, the Financing Agreement and Security Agreement are referred to collectively herein as the "Agreements"; and

WHEREAS, the parties hereto desire to confirm and perfect the Security Interest granted to Grantee (for the ratable benefit of the Lenders) in the Trademarks, in accordance with the Security Agreement;

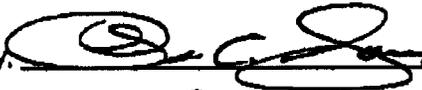
NOW, THEREFORE, subject to the terms, conditions and limitations set forth in the Agreements, and in consideration of the mutual covenants, warranties and promises set forth in the Agreements, and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee for the ratable benefit of the Lenders a first lien Security Interest in and to the Trademarks, such grant being hereby effected for the purposes and subject to the terms, conditions and limitations set forth in the Agreements.

Grantor hereby appoints Regions Bank, with full power of substitution, to file and record this Collateral Assignment of Security Interest in Trademarks, to transact all business in the United States Patent and Trademark Office (the "PTO") in connection therewith, to receive any confirmatory documents relating thereto, and to take any and all action before the PTO to give effect to this Collateral Assignment of Security Interest in Trademarks and to the Agreements referred to herein.

The rights and remedies of Grantee with respect to the Security Interest granted herein are as set forth in the Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Collateral Assignment of Security Interest in Trademarks is deemed in conflict with the Agreements, the provisions of the Agreements, shall govern.

IN WITNESS WHEREOF, Grantor has duly executed this Collateral Assignment of Security Interest in Trademarks as of the 27th day of July, 2005.

DYNIX CORPORATION

By: 

Printed Name: Patrick C. Sommers

Title: President

STATE OF Alabama)
COUNTY OF Madison)

On this 27th day of July, 2005, personally appeared before me Patrick C. Sommers of Dynix Corporation., a Utah corporation, and, being by me first duly sworn, signed the foregoing instrument and acknowledged that he/she executed the same in the capacity and for the purposes stated therein.


Notary Public

Kristina L. Clute
Printed Name of Notary Public

My commission expires: 2/26/2007

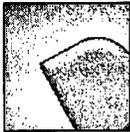
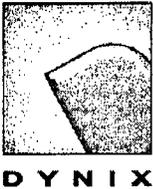


[SEAL]

SCHEDULE A

Dynix Corporation

U.S. TRADEMARKS

| Mark | Registration No. (Serial No.) | Date Registered (Filing Date) |
|---|--|--|
|  | (78/626,126) | (05-09-2005) |
| CORINTHIAN | (78/587,004) | (03-14-2005) |
| DYNIX | (78/626,114) | (05-09-2005) |
| DYNIX & Design  | (78/626,120) | (05-09-2005) |
| EASY ACCESS | 1,431,625 | 03-03-1987 |
|  | 1,534,251 | 04-11-1989 |
|  | 1,539,760 | 05-16-1989 |
| NOTIS | 1,534,266 | 04-11-1989 |
| NOTIS | 1,540,792 | 05-23-1989 |
| OPEN MORE EYES | (78/554,611) | (01-26-2005) |
| URSA | (78/492,698) | (09-30-2004) |

UNREGISTERED TRADEMARKS

Horizon
Remote Patron Authentication
TeleCirc

FOREIGN TRADEMARKS

| Country | Mark | Registration No. (Serial No.) | Date Registered (Filing Date) |
|----------------|------------------|--|--|
| Australia | DYNIX | 942057 | 02-04-2003 |
| European (CTM) | DYNIX & Design | 3008885 | 01-15-2003 |
| European (CTM) | EPIXTECH | 1392430 | 11-22-1999 |
| France | DYNIX | 92 409 487 | |
| Hong Kong | DYNIX (Stylized) | 19901002 | 11-05-1988 |
| Hong Kong | DYNIX (Stylized) | 19910557 | 12-27-1989 |
| Ireland | DYNIX | 136320 | 9-13-1989 |
| Ireland | DYNIX | 136321 | 9-13-1989 |
| Mexico | EPIXTECH | 643406 | 02-24-2000 |
| Mexico | EPIXTECH | 845279 | 08-05-2004 |
| New Zealand | DYNIX | 188522 | 10-31-1988 |
| New Zealand | DYNIX | 189675 | 12-14-1988 |
| New Zealand | EPIXTECH | 602932 | 11-11-1999 |
| New Zealand | EPIXTECH | 602931 | 11-11-1999 |
| Singapore | DYNIX | T8806653H | 11-25-1988 |
| Singapore | DYNIX | T8806652Z | 11-25-1988 |
| South Korea | DYNIX | 227,261 | |
| Taiwan | DYNIX | 442,846 | |
| Taiwan | DYNIX | 01129010 | |
| United Kingdom | DYNIX | 1225784 | 03-05-1984 |